

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF CALIFORNIA

Arredondo et al. v. Delano Farms Company et al., Case Number 1:09-cv-01247-MJS

**NOTICE OF CERTIFICATION OF SETTLEMENT CLASS AND CLASS ACTION SETTLEMENT AND YOUR RIGHTS**

*A court authorized this Notice. This is not a solicitation from a lawyer.*

*Your legal rights are affected whether you act or don't act. Read this entire Notice carefully.*

*Kung nais ninyong makatanggap ng kopya ng mga Paunawang ito sa Tagalog, mangyaring tawagan po lamang ang Tagapangasiwa ng Settlement (ang "Settlement Administrator") sa 1-844-540-6006. Mayroon silang mga tauhan na nagsasalita ng Tagalog na maaaring makatulong at magpadala ng mga paunawa sa Tagalog sa inyo. Pagmasdan po lamang na ang inyong mga legal na karapatan ay maapektohan kung kayo man ay kumilos o hindi, at kung ninanais ninyong makatanggap ng pera mula sa settlement na ito, ay kinakailangang may marka ng tatak-koreo ang inyong claim bago dumating o sa pagsapit ng ika-4 ng Agosto, 2017.*

**IF YOU WORKED WITH GRAPES AS AN AGRICULTURAL WORKER AT DELANO FARMS IN CALIFORNIA FROM JULY 17, 2005 THROUGH FEBRUARY 15, 2017, YOU MIGHT BE ENTITLED TO MONEY FROM A CLASS - ACTION SETTLEMENT.**

TO: Individuals who are or were employed as non-exempt agricultural employees of Cal-Pacific Farm Management, L.P., T&R Bangi's Agricultural Services, Inc., Kern Ag Labor Management Inc., La Vina Contracting, Inc., or Elite Ag Labor Services, Inc. and performed work at Delano Farms in California between July 17, 2005 through February 15, 2017, excluding those who worked only as irrigators, tractor drivers, or swampers or only in cold storage.

Former and current agricultural grape workers have sued Delano Farms and the aforementioned labor contractors (the "Contractors") that employed them. Among other things, they claim they performed unpaid, off-the-clock work, that they were not reimbursed for necessary tool expenses, and that they were not properly compensated for breaks. The Court has not decided whether Delano Farms or any of the Contractors has done anything wrong, and Defendants deny these allegations. A proposed settlement (the "Settlement") has been reached. The Court has preliminarily approved the Settlement and provisionally certified a Settlement Class for purposes of Settlement only. You have received this Notice because the Contractors' records indicate that you are a member of the Settlement Class. The purpose of this Notice is to inform you of how you can receive money from the Settlement, object to the Settlement, or exclude yourself from the Settlement.

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS PROPOSED SETTLEMENT**

*You have the following options:*

<b>SUBMIT A CLAIM FORM</b>	The only way to get money from the Settlement is to complete, sign and timely return the enclosed Claim Form. You will be bound by the terms of the Settlement regardless of whether you submit this Form. <b>Claim Forms must be postmarked on or before August 4, 2017.</b>
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT</b>	If you "opt-out" and exclude yourself from the Settlement, <b>you will not get any money from this Settlement.</b> Any money that would have gone to you will go to other Settlement Class Members. If you opt out, you keep your right to sue Defendants (and other Released Parties) for any wage-related claim you may have, but you will have to do this on your own. <b>To exclude yourself from this Settlement, the enclosed Opt-Out Form must be postmarked on or before August 4, 2017.</b> A Claim Form is different from an Opt-Out Form so be careful to submit the correct form.
<b>OBJECT</b>	If you wish to object to the Settlement but still want to participate in it if the Court approves it, then file an objection with the Court stating why you don't like the Settlement <i>and also submit a timely Claim Form.</i> If you wish to be heard at the Fairness and Approval Hearing, you must say so in your objection. If the Court does not agree with your objection, you will still be entitled to participate in the Settlement. You cannot ask to be excluded (opt-out) and object to the Settlement. <b>Written objections to the Settlement must be filed with the Court on or before August 4, 2017.</b>
<b>DO NOTHING</b>	Get no money from the Settlement. But if you do nothing <b>you still will be bound by the terms of the Settlement and will not be able to sue Defendants (or the Released Parties) for any wage-related claim released by the Settlement that you may have for the July 17, 2005 through February 15, 2017 time period.</b>

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**BASIC INFORMATION**

**1. WHY DID I GET THIS NOTICE?**

Records from Cal-Pacific Farm Management, L.P., T&R Bangi's Agricultural Services, Inc., Kern Ag Labor Management Inc., La Vina Contracting, Inc., and/or Elite Ag Labor Services, Inc. (the "Contractors") indicate that you performed non-exempt agricultural work at Delano Farms while employed by one of the Contractors during some time from July 17, 2005 to February 15, 2017. Thus, you are a Settlement Class Member.

The Court has preliminarily approved a Settlement and certification of a Settlement Class in the lawsuit that may affect you. This Notice explains the terms of the Settlement, your legal rights (some of which **must** be exercised by the deadlines in this Notice or else be lost), what benefits are available, who is eligible for them, how to get them, and what happens if you choose to exclude yourself from the Settlement Class, or choose not to submit a claim for payment.

This class action is pending before Judge Michael J. Seng of the United States District Court for the Eastern District of California. It is called *Arredondo et al. v. Delano Farms Company; Cal-Pacific Farm Management, L.P.; T&R Bangi's Agricultural Services, Inc.*, Case Number 1:09-cv-01247-MJS ("Arredondo Action"). The Arredondo Action also includes all of the claims asserted in *Paniagua v. Delano Farms Company et al* Case No. 1:16-cv-00907-DAD-JLT, also pending in the Eastern District of California ("Paniagua Action"). The people who sued are called "Plaintiffs," and the companies they sued are called "Defendants." In a class action, one or more people, called "Class Representatives" or "Plaintiffs," sue on behalf of other people who have similar claims, the class. This case and the Court will resolve the issues for all class members, except for those who exclude themselves from the Settlement Class by submitting the Opt-Out Form.

## 2. WHAT IS THE LAWSUIT ABOUT?

In the Arredondo action Plaintiffs did agricultural work while employed by the Contractors at Delano Farms, at some time from July 17, 2005 to February 15, 2017. Plaintiffs allege that they are entitled to unpaid wages, interest, penalties, and other damages based on the work they performed, including compensation for work performed off the clock, reimbursement for money spent to purchase tools, and compensation for rest breaks. The Court previously certified a class in this action, and you may have already received a notice informing you about that certification. Plaintiffs and Defendants have reached a settlement and are now seeking court approval of a settlement. Defendants deny the allegations and deny that they violated any federal or state laws.

## 3. HAS THE COURT DECIDED WHO IS RIGHT?

No. The Court has not decided whether Plaintiffs' claims or Defendants' defenses are correct. And by approving this Settlement and issuing this Notice, the Court is not suggesting which side would win or lose this case if it went to trial.

Plaintiffs and Defendants have decided to settle this case after more than seven years of litigation. Both sides have recognized the risk of the Court deciding against them at trial and determined that the proposed Settlement is a better option for resolving the disputed claims.

## 4. WHAT DO SETTLEMENT CLASS MEMBERS RECEIVE FROM THE SETTLEMENT (PLAN OF ALLOCATION)?

Your enclosed Claim Form contains an estimated calculation of your recovery from the Settlement in the section called "Notice of Anticipated Settlement Share." You must submit a timely and complete Claim Form to receive money from the Settlement. If you request to exclude yourself from the Settlement by submitting the **Opt-Out Form, you will not** receive any money from this Settlement. You also will not receive anything from the Settlement if you do nothing.

In the Settlement, Defendants have agreed to pay a total of \$6,000,000.00 to resolve this class action and secure the releases set forth in the Settlement. The following items will be paid from the \$6,000,000.00: Fees and costs owed to the attorneys representing the Plaintiffs and class ("Class Counsel"); enhancement payments to the six named Class Representatives; costs incurred to administer the Settlement; and taxes, withholdings, or payments made to any governmental authority in connection with the Settlement. After the aforementioned items are paid, the money that remains (the "Net Settlement Fund") will be distributed to those members of the Settlement Class who submit timely and complete Claim Forms.

The Notice of Anticipated Settlement Share represents your total share of the Net Settlement Fund. It assumes that all Settlement Class Members will file timely and accurate Claim Forms and cash their Settlement checks. Your Anticipated Settlement Share is based on the total number of weeks you performed non-exempt agricultural work for a Contractor at Delano Farms between July 17, 2005 and February 15, 2017 ("Class Work") divided by the total number of weeks that the Settlement Class performed Class Work. Weeks worked by class members after April 8, 2012 will be valued at 50% of the weeks performed prior to that date. Weeks after April 8, 2012 are being valued less because it appears some changes were made by the Defendants after the lawsuit was filed that corrected some of the alleged prior violations.

The actual amount of money you will receive as part of the Settlement could be more or less than this estimate. It will be based on the total number of weeks you performed Class Work divided by the total number of weeks that those Settlement Class Members who file timely and accurate Claim Forms, performed Class Work. The Settlement

Agreement provides that the money you receive will be treated and taxed as 45% wages, 42.5% interest, and 12.5% penalties.

#### WHO IS IN THE SETTLEMENT CLASS

##### 5. AM I PART OF THE SETTLEMENT CLASS?

If this Notice is addressed to you, the Contractors' records indicate that you are part of the Settlement Class because you performed non-exempt agricultural work at Delano Farms while employed by at least one of the Contractors at Delano Farms at some time between July 17, 2005 through February 15, 2017. The Settlement Class covers current and former employees, excluding those who worked only as irrigators, tractor drivers, or swampers or only in cold storage.

##### 6. WHAT IF I PREVIOUSLY COMPLETED AN OPT-OUT FORM IN THIS CASE?

If you previously requested to be excluded from the *Arredondo* litigation class that was certified in April of 2011, you are still part of the Settlement Class. If you wish to exclude yourself from the Settlement Class, you will need to complete and return the enclosed Opt-Out Form by the deadline.

##### 7. WHAT IF I USED A DIFFERENT NAME WHILE WORKING AT DELANO FARMS?

If you used a different name or names while performing Class Work (non-exempt agricultural work performed for a Contractor at Delano Farms between July 17, 2005 and February 15, 2017), and there are records verifying your work, you are still a Settlement Class Member and you still have a right to the benefits of the Settlement. If the name or names you used do not appear on the upper left-hand corner of the enclosed Claim Form, you will need to follow the procedures for challenging your Anticipated Settlement Share as described in Question 10, below. If you decide to exclude yourself by completing the Opt-Out Form, please list all of the names you used while performing Class Work.

#### YOUR RIGHTS AND OPTIONS

##### 8. HOW DO I RECEIVE MONEY FROM THE SETTLEMENT?

If you want to receive money from the Settlement, you must complete and submit the enclosed **Claim Form**. Claim Forms must be postmarked on or before August 4, 2017. Submission of the Claim Form does not guarantee your right to payment. If your claim is rejected, you will be notified and have an opportunity to contest the rejection of your claim. If you submit an **Opt-Out Form**, you will not be entitled to any money from the Settlement. Unless you opt out, you will be bound by the terms of the Settlement and will be deemed to have released the legal claims described below regardless of whether you submit a Claim Form.

##### 9. CAN I GET MONEY NOW?

No. The Court will hold a Fairness and Final Approval Hearing on September 22, 2017 at 10:30 a.m. at the Fresno Federal Courthouse in Courtroom 6 on the 7th floor, to decide whether to give the Settlement final approval. No checks will be mailed to Settlement Class Members until after the Court has given final approval to the Settlement and all appeals have been exhausted which can sometimes take more than a year.

##### 10. WHAT IF MY ANTICIPATED SETTLEMENT SHARE ON MY CLAIM FORM IS WRONG?

If you believe that the information about your anticipated settlement share on the enclosed Claim Form is incorrect, you must provide a written explanation of the basis for your challenge and submit any documents that support your position to the Settlement Administrator. You must deliver these documents postmarked on or before June 30, 2017:

By mail, to:

*Arredondo, et al. v. Delano Farms Company, et al.* Administrator  
PO Box 43487  
Providence, RI 02940-3487

Please make sure to include your name, your address, your phone number, and the Control Number found on the upper-left-hand corner of your Claim Form.

If you submit a timely challenge to your anticipated settlement share, the Settlement Administrator will review and verify the basis for your anticipated settlement share. Unless you can establish a different number of qualifying work weeks based on documentary evidence, the total number of work weeks established by records in the possession of the Settlement Administrator will control. Any such challenges shall be resolved by the Settlement Administrator, who shall examine the records available. The Settlement Administrator's determination shall be final and will be mailed to you no later than July 25, 2017.

Depending on how a challenge to your anticipated settlement share is resolved, you may receive a new Claim Form from the Settlement Administrator, which will need to be postmarked on or before **August 4, 2017** if you wish to participate in the Settlement.

Alternatively, the Settlement Administrator may inform you that it is not making any changes to the Notice of Anticipated Settlement Share on your Claim Form. In that case, you will need to decide if you want to submit the Claim Form and participate in the Settlement and/or file an objection, or opt-out. You must deliver your Claim Form or Opt-Out Form postmarked on or before **August 4, 2017**. Objections must be filed with the Court no later than **August 4, 2017**.

#### **11. WHAT IF I DON'T WANT TO PARTICIPATE IN THE SETTLEMENT?**

If you wish to be excluded from the Settlement, the enclosed Opt-Out Form must be postmarked on or before **August 4, 2017**. If you fail to submit the Opt-Out Form on or before the due date, you will be bound by the Settlement and its terms.

Anyone who submits a timely and complete Opt-Out Form will no longer be a member of the Settlement Class, cannot file an objection, and will not receive any money from the Settlement. Any such person, at his or her own expense, may pursue any claims she or he may have against the Defendants and Released Parties as set forth below.

#### **12. HOW ARE MY RIGHTS AFFECTED IF I OPT-OUT OF THE SETTLEMENT?**

Completing and submitting the Opt-Out Form means that you **do not** get a share of the Settlement money but you will retain the right to bring your own individual lawsuit for any claims you may have against the Defendants and Released Parties.

#### **13. WHAT HAPPENS IF I DO NOTHING?**

If you do nothing, you will still be part of Settlement Class, and will still be bound by the Settlement and its terms, but you **will not** get any money from the Settlement. To receive money from the Settlement, **you must complete and submit the enclosed Claim Form by the deadline**. Staying in the Settlement Class means you will be bound by the terms of the Settlement and that you will not be able to sue the Defendants or Released Parties for any of the Released Claims described in the Settlement.

#### **14. RELEASE OF CLAIMS**

The Settlement Class Members (other than those who file timely Opt-Out Forms) and each of their predecessors, successors, assigns, heirs, executors, administrators, attorneys, and agents, release each of Delano Farms Company, Cal-Pacific Farm Management, L.P., T&R Bangi's Agricultural Services Inc., Kern Ag Labor Management Inc., La Vina Contracting Inc., and Elite Ag Labor Services, Inc. individually and collectively, and each's subsidiaries, parents (including without limitation Anderson and Middleton Company), Affiliates (including without limitation Blanc Vineyards), owners, shareholders, general and limited partners, predecessors, insurers, agents, employees, heirs, executors, successors, assigns, transferees, officers, officials, directors, members, managers, attorneys, beneficiaries, trustees, personal representatives, or other representatives (collectively the "Released Parties") of and from any and all claims, actions, rights, demands, charges, debts, liens, obligations, costs, expenses, wages, restitution, compensation, disgorgement, benefit(s) of any type, equitable relief, contract obligations, liquidated damages, statutory damages, damages, penalties of whatever type or description, attorneys' fees, interest, complaints, causes of action, obligations, or liability of any and every kind, known or unknown, at law or in equity, contingent or otherwise (i) that were asserted or that could have been asserted in the *Arredondo* Action or the *Paniagua* Action, including without limitation in the Amended *Arredondo* Complaint (which has been amended to include the claims asserted in the *Paniagua* Action) or (ii) that are, were, or could be based on, that arose or could arise out of, or that in any way relate to the same or substantially similar facts, transactions, events, policies, acts, or

omissions as alleged in either action including in the Amended *Arredondo* Complaint (collectively the “Released Claims”). For clarity, the Parties agree and, upon approval of the Settlement, the Court will order that the Released Claims include but are not limited to any and all claims against each and all of the Released Parties for or relating to allegedly unpaid wages, unreimbursed tool expenses, failure to pay for rest or recovery periods or other nonproductive time, failure to make rest, recovery, or meal periods available, failure to relieve Settlement Class Members of all duties during meal periods, discouraging, preventing, or otherwise hindering employees from taking rest, recovery, or meal periods, the provision of inaccurate wage statements, and/or incomplete or inaccurate record-keeping, from July 17, 2005 until February 15, 2017.

These releases shall be effective and binding as of the Effective Date (as defined in the Stipulation of Settlement), after which all parties subject to these releases shall be enjoined from commencing or prosecuting any claim or action subject to these releases.

## **THE PROPOSED SETTLEMENT**

### **15. HOW MUCH IS THE PROPOSED SETTLEMENT?**

Defendants have agreed to pay a total of \$6,000,000.00 to resolve the *Arredondo* Action.

As described in this Notice, the amount of the Settlement available for distribution to the Settlement Class from the \$6,000,000.00 is called the Net Settlement Fund. The Net Settlement Fund is estimated at \$3,449,823.72. It has been calculated by subtracting the following from the \$6,000,000.00 Settlement Amount: Proposed attorneys’ fees for lawyers representing Plaintiffs, Class Counsel; Class Counsel’s estimated litigation costs; Proposed Class Representatives’ enhancement fees and costs; and the estimated payments for taxes, withholdings, or payments made to any governmental authority in connection with the Settlement. The calculation of the Net Settlement Fund has been provided on the enclosed Claim Form.

The total Net Settlement Fund available to the Settlement Class will vary if the Court does not approve the requested amounts listed in the Claim Form.

### **16. CLASS REPRESENTATIVE ENHANCEMENT PAYMENTS**

In addition to their share of the Net Settlement Fund, the Representative Class Members, Plaintiffs Sabas Arredondo, Irma Landeros, Rosalba Landeros, Jose Cuevas, and Hilario Gomez will be paid \$7,000.00 each, and Isidro Paniagua will receive \$2,000.00. This award is subject to approval by the Court. It is being made to compensate the Representative Class Members for their work in representing the class in the lawsuits. This payment of \$37,000.00 total will be deducted from the \$6,000,000.00 Settlement Amount.

### **17. PLAINTIFFS’ ATTORNEYS’ FEES AND COSTS**

Class Counsel, the lawyers representing the Plaintiffs and Settlement Class, will seek approval from the Court for payment of fees in the maximum amount of 25%, \$1,500,000.00, of the Settlement Amount, which is standard in class actions of this type. They will also seek an estimated \$508,176.28 in litigation costs. These are expenses that were paid for by the attorneys during the seven years of litigation in this case. If approved by the Court, these fees and costs will be deducted from the \$6,000,000.00 Settlement Amount. In addition, it is possible that some unclaimed funds may be distributed to Class Counsel as part of their fees, provided that the returned amounts do not result in Class Counsel receiving fees in excess of 33% of the Settlement Amount. Defendants have agreed not to oppose Class Counsel’s fees, but you may object to the request for fees and/or costs.

### **18. COSTS OF ADMINISTRATION**

The cost of administering the Settlement will be deducted from the Settlement Amount. Kurtzman Carson Consultants (“KCC”) has been appointed as the Settlement Administrator. Its duties include preparing and mailing this Class Notice, attempting to find correct addresses and to re-deliver the Class Notice to those that are returned when initially mailed, establishing and maintaining a toll-free telephone information line, and processing and administering Claim Forms and Opt-Out Forms. You can reach them by phone at 1-844-540-6006 or by visiting their website at [www.DelanoFarmsAcuerdo.com](http://www.DelanoFarmsAcuerdo.com) or email the Settlement Administrator at [info@DelanoFarmsAcuerdo.com](mailto:info@DelanoFarmsAcuerdo.com).

Class Counsel, in consultation with KCC, has been authorized to engage a community-outreach administrator to assist with notifying Class Members of the Settlement, completing and submitting claim forms, and updating addresses and contact information for Class Members.

It is estimated that it will cost approximately \$185,000.00 for KCC and the community-outreach administrator to complete its work. When possible, KCC will try to minimize its costs and any savings will remain as funds for distribution to those Settlement Class Members who submit a timely and complete Claim Form.

**19. TAXES, WITHHOLDINGS, OR PAYMENTS MADE TO ANY GOVERNMENTAL AUTHORITY**

Under the proposed Settlement, 45% of each Settlement Class Member's Settlement share has been allocated to unpaid wages (the "Wage Portion"), 42.5% has been allocated to interest (the "Interest Portion"), and 12.5% to penalties (the "Penalties Portion"). The Wage Portion will be subject to applicable payroll tax withholdings and deductions which will be deducted from the Settlement Amount. The Settlement Administrator will issue an IRS Form W-2 with respect to the Wage Portion.

The Interest and/or the Penalties Portion could be subject to withholding. The Settlement Administrator will issue a 1099 where the amounts allocated to interest and/or penalties exceed a certain limit.

**THE LAWYERS REPRESENTING YOU**

**20. DO I HAVE A LAWYER IN THIS CASE?**

The Court has appointed the following lawyers to represent the Settlement Class: Martinez Aguila-socho & Lynch, APLC of Bakersfield, California; the Law Office of Wilcoxon Callahan, LLP of Sacramento, California; and the Law Office of Ball & Yorke of Ventura, California. Together, these lawyers are called "Class Counsel." You will not be charged for these lawyers' services or work. You may contact Class Counsel at (661) 489-0065 to answer your questions regarding the Settlement.

**21. PLAINTIFFS AND CLASS COUNSEL SUPPORT THE PROPOSED SETTLEMENT**

Plaintiffs, as Class Representatives, and Class Counsel support this Settlement. Their reasons include the risk of trial on the merits and the inherent delays and uncertainties associated with further litigation. Based on their experience in this case and in litigating similar cases, Class Counsel believes that further proceedings in these cases, including trial and probable appeals, would be very expensive and take a long time. No one can confidently predict how the Courts would ultimately resolve the various legal questions at issue, including the amount of damages. Therefore, upon careful consideration of all of the facts and circumstances of this case, Class Counsel believes that the proposed Settlement is fair, reasonable, and adequate. Plaintiffs and Class Counsel support the claims process to ensure that the majority of the settlement proceeds are distributed to the Settlement Class.

**22. SHOULD I GET MY OWN LAWYER?**

You do not need to hire your own lawyer, because Class Counsel is working on behalf of the Settlement Class. However, if you want someone other than Class Counsel to appear in Court or represent you, you will need to hire and pay that lawyer yourself.

**FAIRNESS AND FINAL APPROVAL HEARING**

**23. WHEN AND WHERE IS THE FAIRNESS AND FINAL APPROVAL HEARING?**

The Fairness and Final Approval Hearing will be held before the Honorable Michael J. Seng on September 22, 2017 at 10:30 a.m. at the Fresno Federal Courthouse in Courtroom 6 on the 7th floor at 2500 Tulare Street, Fresno, CA 93721. Judge Seng will determine whether the proposed Settlement is fair, reasonable and adequate and should be finally approved by the Court and whether to grant Class Counsel's motion for attorneys' fees and costs and enhancement awards to the Representative Plaintiffs.

**24. HOW DO I OBJECT TO THE SETTLEMENT?**

You may object to the terms of the Settlement before the Final Approval Hearing by filing a written objection with the Court by August 4, 2017. The objection must contain your full name, current mailing address, and telephone number, the Control Number located on the upper left of the enclosed Claim Form and Opt-Out Form, the grounds

for your objection, and whether you intend to appear at the Fairness and Approval Hearing either with or without separate counsel. Only those Settlement Class Members who file timely objections indicating their intent to appear at the hearing will be entitled to be heard. If the Court rejects your objection, you will still be bound by the terms of the Settlement and will still be paid your share of the Settlement **if you timely submit a Claim Form**. If you want to avoid being bound by the Settlement, you must submit an Opt-Out Form. You cannot make a written objection if you decide to opt out.

## **DO NOT ATTEMPT TO OBJECT BY TELEPHONE**

### **25. DO I HAVE TO COME TO THE FAIRNESS AND FINAL APPROVAL HEARING?**

No. Settlement Class Members do not need appear at the Fairness and Final Approval Hearing. However, if you filed an objection to the Settlement with the Court, it will be considered at the Fairness and Final Approval Hearing. If you wish to appear at the hearing, you may do so at your own expense so long as you have filed a timely objection to the Court which indicated your intent to appear at the hearing.

## **GETTING MORE INFORMATION**

### **26. HOW CAN I GET MORE DETAILED INFORMATION ABOUT THE SETTLEMENT?**

This Notice contains a summary of the terms of the Settlement intended to inform you of your legal rights and options with respect to the Settlement. For the exact terms and conditions of the Settlement, you can contact the Settlement Administrator at 1-844-540-6006 or see the Stipulation of Settlement Agreement available on the website at [www.DelanoFarmsAcuerdo.com](http://www.DelanoFarmsAcuerdo.com). The pleadings and other records in this litigation may be examined at any time during regular business hours in the Office of the Clerk, United States District Court, Eastern District of California, 2500 Tulare Street, Fresno, 93721.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may also call the Settlement Administrator at 1-844-540-6006 or email the Settlement Administrator at [info@DelanoFarmsAcuerdo.com](mailto:info@DelanoFarmsAcuerdo.com).

You may also contact Class Counsel at (661) 489-0065 to answer your questions regarding the Settlement.

**PLEASE DO NOT CONTACT THE COURT OR DEFENSE COUNSEL ABOUT THIS NOTICE.**

## **REMINDER OF IMPORTANT DATES AND DEADLINES**

- To challenge your anticipated settlement share, you must provide a written explanation of the basis for your challenge and submit any documents that support your position to the Settlement Administrator. You must deliver these documents postmarked on or before June 30, 2017. The Settlement Administrator will mail you its determination by July 25, 2017 and you will need to meet the deadlines noted below for submitting a Claim Form and/or filing an objection, or submitting an Opt-Out Form.
- To get money from the Settlement, the enclosed Claim Form must be postmarked on or before **August 4, 2017**.
- To object to the Settlement, objections must be filed with the Court on or before **August 4, 2017**. If you wish to object to the Settlement but still want to participate in it if the Court approves it, then file an objection with the Court stating why you don't like the Settlement and also submit a timely Claim Form.
- To exclude yourself from this Settlement, the enclosed Opt-Out Form must be postmarked on or before **August 4, 2017**.
- Final Fairness and Approval Hearing and hearing on Class Counsel's Motion for Attorneys' Fees, Costs, and Enhancement Awards to Representative Plaintiffs: September 22, 2017 at 10:30 a.m. at the Fresno Federal Courthouse in Courtroom 6 on the 7th floor at 2500 Tulare Street, Fresno, CA 93721.